

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

**NATCHITOCHES CITY COUNCIL MEETING
TUESDAY, MAY 27, 2014
5:30 P.M.**

A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF MAY 12, 2014**
5. **SPECIAL RECOGNITION:** NSU Middle Lab School Orchestra - 2nd Place, High School Division At Disney Festival
6. **PLANNING & ZONING - INTRODUCTION:**
 #021 **Mims** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

 Lot 9 Of East Broadmoor Subdivision Unit #2, Less East 39.4 Feet, Less 502 Square Feet To Highway Department From B-3 Commercial To An Additional B-A Zoning To Sell Beverages Of High & Low Alcoholic Content For Consumption On Premise (117 South Dr) Ben Fidelak
7. **ORDINANCES – INTRODUCTION:**
 #022 **Morrow** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For (1) 2500 KVA 3 Phase Pad Mount Transformer (Bid No. 0547)

 #023 **Mims** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For Christmas Lighting Supplies (Bid No. 0548)
8. **ORDINANCE – FINAL:**
 #020 **Stamey** Ordinance To Amend The Code Of Ordinances Of The City Of Natchitoches To Provide For Article 28.1, Entitled “Stormwater” Which Will Provide For The Implementation Of A Program To Maintain And Improve The Quality Of Surface Stormwater Runoff In The City Of Natchitoches, And To Comply with All Federal And State Laws And Regulations Applicable To Stormwater Discharge, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

9. **RESOLUTIONS:**

#046 Nielsen

Resolution Authorizing The Mayor To Enter Into A Maintenance Agreement, Including Mowing And Litter Pickup, With The State Of Louisiana, Department of Transportation And Development, Office Of Engineering For The Period Of July 1, 2014 Through June 30, 2015

#047 Mims

Resolution Authorizing The Mayor To Execute Change Order No. 1 To The Contract Between The City of Natchitoches And David Lawler Construction, Inc., For The Water Line Relocation Project – FY 2013 LCDBG Street Project (**Bid No. 0546**)

#048 Morrow

Resolution Authorizing The Mayor To Execute Change Order No. 2 To The Contract Between The City of Natchitoches And David Lawler Construction, Inc., For The Water Line Relocation Project – FY 2013 LCDBG Street Project (**Bid No. 0546**)

10. **REPORTS:**

Pat Jones - Financial Report

11. **ANNOUNCEMENTS:**

The next scheduled City Council meeting will be June 9, 2014

12. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
TUESDAY, MAY 27, 2014 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Tuesday, May 27, 2014 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilman Dale Nielsen
Councilman Larry Payne
Councilman David Stamey
Councilwoman Sylvia Morrow

Guests: NSU Middle Lab Orchestra

Absent: Councilman Larry Payne

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Mims was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the May 12, 2014 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Ms. Morrow. The roll call vote was as follows:

Ayes:	Nielsen, Mims, Stamey, Morrow
Nays:	None
Absent:	Payne
Abstain:	None

Mayor Posey then recognized the NSU Middle Lab Orchestra and their director Katrice LaCour for their achievement at the 2014 Disney Festival. The students competed against other high school orchestras since the middle school was the only one in their division. They worked hard and with a lot of determination walked away with 2nd Place in the high school division. Therefore, they were recognized tonight for their achievements on a state and international level.

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on May 27, 2014 as follows:

ORDINANCE NO. 021 OF 2014

**AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING
ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:**

**LOT 9 OF EAST BROADMOOR SUBDIVISION UNIT #2, LESS EAST 39.4 FEET,
LESS 502 SQUARE FEET TO HIGHWAY DEPARTMENT FROM B-3 COMMERCIAL
TO AN ADDITIONAL B-A ZONING TO SELL BEVERAGES OF HIGH & LOW
ALCOHOLIC CONTENT FOR CONSUMPTION ON PREMISE.**

(117 South Dr.)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of May 6, 2014 that the application of **Ben Fidelak** to rezone the property described above from B-3 Commercial to an additional B-A zoning to sell beverages of high & low alcoholic content for consumption on premise (117 South Drive), be **APPROVED**.

The following Ordinance was introduced by Ms. Morrow at the Natchitoches City Council meeting held on May 27, 2014 as follows:

ORDINANCE NO. 022 OF 2014

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHES TO AWARD
THE BID FOR (1) 2500 KVA 3 PHASE PAD MOUNT TRANSFORMER**

(BID NO. 0547)

WHEREAS, Resolution No.036 of 2014 was passed by the Natchitoches City Council on April 14, 2014 authorizing the Mayor to advertise for bids for (1) 2500 KVA 3 Phase Pad Mount Transformer (Bid No. 0547); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on April 19th and April 26th, 2014, in accordance with law; and

WHEREAS, three bid proposals were received and opened as follows:

- | | |
|-------------------------------------------------------|-------------|
| (1) HD Supply Power Solutions
Little Rock, AR..... | \$33,245.00 |
| (2) Stuart C. Irby Co.,
Shreveport, LA..... | \$39,430.00 |
| (3) Techline, Inc.,
Alexandria, LA..... | \$39,695.00 |

WHEREAS, on May 14, 2014 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman at Large; and Bryan Wimberly, Utility Director; reviewed the bid proposal for (1) 2500 KVA 3 Phase Pad Mount Transformer (Bid No. 0547).

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, **HD Supply Power Solutions**, of Little Rock, AR in the amount of \$33,245.00.

NOW, THEREFORE, BE IT RESOLVED, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.



CITY OF NATCHITOCHES
PURCHASING DEPARTMENT

May 14, 2014

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Re: Bid Number 0547 – 2,500 KVA Pad Mount Transformer

Dear Mayor Posey;

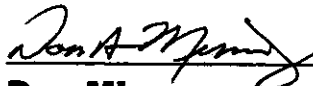
The appointed committee of Pat Jones, Edd Lee, Don Mims and Bryan Wimberly has reviewed the three (3) bid proposals for the purchase of one 2500 KVA Pad Mount Transformer.

The committee was unanimous in its decision to award the bid to the lowest bidder, HD Supply Power Solutions, Little Rock, AR, in the amount of \$33,245.00. The other two bidders were Stuart C. Irby Co., Shreveport, LA, in the amount of \$39,430.00 and Techline, Inc., Alexandria LA, in the amount of \$39,695.00.

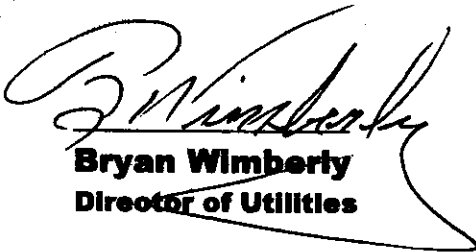
All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

We request ratification of this award at the next meeting of the City Council on May 27, 2014.

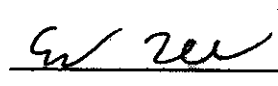
Very truly yours,



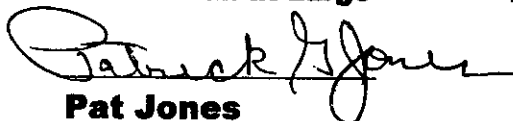
Don Mims
Councilman at Large



Bryan Wimberly
Director of Utilities



Edd Lee
Director of Purchasing



Pat Jones
Director of Finance

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on May 27, 2014 as follows:

ORDINANCE NO. 023 OF 2014

**ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES TO
AWARD THE BID FOR CHRISTMAS LIGHTING SUPPLIES**

BID NO. 0548

WHEREAS, Resolution No. 037 of 2014 was passed by the Natchitoches City Council on April 14, 2014 authorizing the Mayor to advertise for bids for Christmas Lighting Supplies (Bid No. 0548).

WHEREAS, this bid was advertised in the *Natchitoches Times* on April 19th and April 26, 2014 in accordance with law; and

WHEREAS, one bid proposal was received and opened as follows:

- (1) Dean Nida & Associates, LLC
Columbus, OH\$68,215.00

WHEREAS, on May 14, 2014 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman at Large; and Bryan Wimberly, Utility Director; reviewed the bid proposal for Christmas Lighting Supplies (Bid No. 0548).

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest and only bidder, **Dean Nida & Associates, LLC**, of Columbus, OH in the amount of \$68,215.00.

NOW, THEREFORE, BE IT RESOLVED, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.



CITY OF NATCHITOCHES
PURCHASING DEPARTMENT

May 14, 2014

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Re: Bid number 0548 - Christmas Lighting Supplies

Dear Mayor Posey,

The appointed committee of Pat Jones, Edd Lee, Don Mims and Bryan Wimberly has reviewed the bid proposal for the purchase of Christmas Lighting Supplies.

The committee was unanimous in its decision to award the bid to the low bidder, Dean Nida & Associates, LLC, Columbus, OH in the amount of \$68,215.00. The bid from Dean Nida was the only bid received.

All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

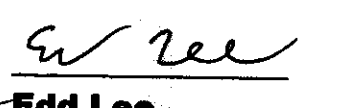
We request ratification of this award at the next meeting of the City Council on May 27, 2014.

Very truly yours,


Don Mims
Councilman At Large


Pat Jones
Director of Finance


Bryan Wimberly
Director of Utilities


Edd Lee
Director of Purchasing

The following Ordinance was Introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 020 OF 2014

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF NATCHITOCHES TO PROVIDE FOR ARTICLE 28.1, ENTITLED "STORMWATER CODE OF THE CITY OF NATCHITOCHES" WHICH WILL PROVIDE FOR THE IMPLEMENTATION OF A PROGRAM TO MAINTAIN AND IMPROVE THE QUALITY OF SURFACE STORMWATER RUNOFF IN THE CITY OF NATCHITOCHES, AND TO COMPLY WITH ALL FEDERAL AND STATE LAWS AND REGULATIONS APPLICABLE TO STORMWATER DISCHARGE, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the City of Natchitoches desires to improve and maintain the quality of surface water and groundwater within the City of Natchitoches; and

WHEREAS FURTHER, the Louisiana Department of Environmental Quality has mandated certain requirements in order to re-issue a water permit (MS4-G) to the City of Natchitoches, including the requirement that the City adopt a Stormwater Ordinance; and

WHEREAS FURTHER, the Director of the Utility Department has recommended the adoption of a new Chapter to the Code of Ordinances, which shall be Chapter 28.1, Stormwater Code of the City of Natchitoches; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed Chapter and agrees that the adoption is advisable and in the best interest of the City of Natchitoches and its citizens; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, desires to amend and reenact the Code of Ordinances of the City of Natchitoches, Louisiana, to add Chapter 28.1 entitled "Stormwater Code of the City of Natchitoches; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, as follows:

SECTION 1. The Code of Ordinance of the City of Natchitoches is hereby amended to adopt a new Chapter 28.1, which shall read as follows:

“Chapter 28.1. Stormwater Code of the City of Natchitoches

ARTICLE I. – GENERAL PROVISIONS

Sec. 28.1 – 1 – Title.

Sec. 28.1 – 2 – Purpose.

Sec. 28.1 – 3 – Administration.

Secs. 28.1 – 4 – 28.1 – 30 – Reserved.

Sec. 28.1-1 – Title.

This chapter shall be known as the “Stormwater Code of the City of Natchitoches, Louisiana” and may be cited and referred to herein as “this chapter.”

Sec. 28.1-2 – Purpose.

The purpose and objectives of this chapter are as follows:

- (1) To maintain and improve the quality of surface water and groundwater within the City of Natchitoches;
- (2) To prevent the discharge of contaminated stormwater runoff from industrial, commercial, residential, and construction sites into the municipal separate storm sewer system (MS4) and natural waters affected by the City of Natchitoches;
- (3) To promote public awareness of the hazards involved in the improper discharge of hazardous substances, petroleum products, household hazardous waste, industrial waste, sediment from construction sites, pesticides, herbicides, fertilizers, and other contaminants into the storm sewers and natural waters of the City of Natchitoches.
- (4) To encourage the recycling of used motor oil and safe disposal of other hazardous consumer products;
- (5) To facilitate compliance with state and federal standards and permits by owners and operators of industrial and construction sites within the City of Natchitoches; and
- (6) To enable the City of Natchitoches to comply with all federal and state laws and regulations applicable to stormwater discharges.

Sec. 28.1-3 – Administration.

Except as otherwise provided herein, the director of Utilites (sometimes hereinafter referred to in this chapter as “director”) shall administer, implement, and enforce the provisions of this chapter. Any powers granted to or duties imposed upon the director of shall be carried out by that person and may be delegated by the director to other city personnel.

Sec. 28.1-4 – 28.1-30 – Reserved.

ARTICLE II. – ABBREVIATIONS AND DEFINITIONS

Sec. 28.1 – 31 – abbreviations.

Sec. 28.1 – 32 – Definitions.

Secs. 28.1 – 33 – 28.1 – 50 – Reserved.

Sec. 28.1 – 31. – Abbreviations.

BMP – Best management practices.
BTEX – Benzene, toluene, ethylbenzene and xylene.
CFR – Code of Federal Regulations.
CON – City of Natchitoches
EPA – U. S. Environmental Protection Agency
HHW – Household hazardous waste.
mg/l – Milligram per liter.
MS4 – Municipal separate storm sewer system.
NOI – Notice of intent.
NOT – Notice of termination.
NPDES – National pollution discharge elimination system.
ppb – Parts per billion.
PST – Petroleum storage tank.
RLA – Registered storage tank.
RPE – Registered professional engineer.
RQ – Reportable quantity.
SWPP – Stormwater pollution prevention plan.
TPH – Total petroleum hydrocarbon.
USC – United States Code.

Sec. 28.1 – 32. – Definitions.

Agricultural stormwater runoff. Any stormwater runoff from cultivated crops, pastures, and other nonpoint source agricultural activities, but not discharges from concentrated animal feeding operations as defined in 40 CFR Section 122.3 or discharges from concentrated aquatic animal production facilities as defined in 40 CFR Section 122.24.

Back washing. The rinsing and/or cleaning of cartridge or sand filters.

Best management practices (BMP). Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff.

Cellar dirt. Construction site waste materials such as natural rock and soil overburden.

City. City of Natchitoches, Louisiana.

City engineer. The person appointed by the mayor to the position of city engineer, or his/her duly authorized representative.

Commencement of construction. The disturbance of soils associated with clearing, grading, excavating activities or other construction activities.

Commercial. Pertaining to any business, trade, industry, or other activity engaged in for profit.

Contaminated. Pertaining to containing a harmful quantity of any substance.

Contamination. Pertaining to the presence of or entry into a public water supply system, the MS4, waters of the state, or waters of the United States of any substance which may be deleterious to the public health and/or quality of the water.

Cosmetic cleaning. Pertaining to cleaning done for cosmetic purposes. It does not include industrial cleaning, cleaning associated with manufacturing activities, hazardous or toxic waste cleaning, or any cleaning otherwise regulated under federal, state, or local laws.

Director of public works. The person appointed by the mayor to the position of director of public works, or his/her duly authorized representative.

Director of utilities. The person appointed by the mayor to the position of director of utilities, or his/her duly authorized representative.

Discharge. Any addition or introduction of any pollutant, stormwater, or any other substance whatsoever into the municipal separate storm sewer system (MS4) or into waters of the United States.

Discharger. Any person who causes, allows, permits, or is otherwise responsible for, a discharge, including, without limitation, any operator of a construction site or industrial facility.

Domestic sewage. Human excrement, gray water (from home clothes washing, bathing, showers, dishwashing, and food preparation), other wastewater from household drains, and waterborne waste normally discharged from the sanitary conveniences of dwellings, office buildings, industrial sites, and institutions, that is free from industrial waste.

Environmental Protection Agency (EPA). The United States Environmental Protection Agency, the regional office thereof, any federal department, agency, or commission that may succeed to the authority of the EPA, and any duly authorized official of EPA or such successor agency.

Extremely hazardous substance. Any substance listed in the appendices to 40 CFR Part 355, Emergency Planning and Notification.

Facility. Any building, structure, installation, process, or activity from which there is or may be a discharge of a pollutant.

Final stabilization. Stabilization of least seventy (70) per cent of the site as defined in part IX of the general permit [sic].

Fire code. The "Fire Prevention and Protection" chapter of the City Code.

Fire protection water. Any water, and any substance or materials contained therein, used by any person other than the fire department to control or extinguish a fire.

Garbage. Putrescible animal and vegetable waste materials from the handling, preparation, cooking, or consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products.

Grading permit. Permit to commence grading or other land disturbance activity prior to obtaining a building permit.

Harmful quantity. The amount of any substance that will cause pollution of water in the state.

Hazardous household waste (HHW). Any material generated in a household by a consumer which, except for the exclusion provided in 40 CFR Part 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 302.

Hazardous substance. Any substance listed in Table 302.4 of 40 CFR 302.

Hazardous waste. Any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR Part 261.

Industrial waste. Any waterborne liquid or solid substance that results from any process of industry, manufacturing, production, trade or business.

Mobile commercial cosmetic cleaning. Any power washing, steam cleaning, and other mobile cosmetic cleaning operation, of vehicles and/or exterior surfaces, engaged in for commercial purposes.

Motor vehicle fuel. Any vehicle crankcase oil, antifreeze, transmission fluid, brake fluid, differential lubricant, gasoline, diesel fuel, gasoline/alcohol blend, and any other fluid used in a motor vehicle.

Municipal landfill or landfill. An area of land or an excavation in which municipal solid waste is placed for permanent disposal, and which is not a land treatment facility, a surface impoundment, an injection well, or a pile.

Municipal separate storm sewer system (MS4). The system of conveyances gutters, ditches, manmade channels or storm drains owned and operated by the city and designated or used for collecting or conveying stormwater, and which is not used for collecting or conveying sewage.

Municipal solid waste. Solid waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, and includes garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and other solid waste other than industrial waste.

NPDES general permit for stormwater discharges associated with industrial activity or industrial general permit. The Industrial General Permit issued by EPA on August 27, 1992, and published in Volume 57 of the Federal Register at page 41304 on September 9, 1992, and any subsequent or amendments thereto.

NPDES general permit for storm water discharges from construction sites or construction general permit. The construction general permit issued by EPA on August 27, 1992, and published in Volume 57 of the Federal Register at page 41217 on September 9, 1992, and any subsequent modifications or amendments thereto.

NPDES permit. A permit issued by EPA (or by the state under authority delegated pursuant to 33 USC 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Nonpoint source. Any source of any discharge of a pollutant that is not a "point source".

Notice of intent (N01). The notice of intent that is required by either the industrial general permit or the construction general permit.

Notice of termination (NOT). The notice of termination that is required by either the industrial general permit or the construction general permit.

Operator. The person or persons who, either individually or taken together, meet the following two (2) criteria: (1) they have operational control over the facility specifications (including the ability to make modifications in specifications); and (2) they have the day-to-day operational control over those activities at the facility necessary to ensure compliance with pollution prevention requirements and any permit conditions.

Owner. The person who owns a facility or part of a facility.

Person. Any individual, partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, and local entities.

Petroleum product. A petroleum product that is obtained from distilling and processing crude oil, and that is capable of being used as a fuel for the propulsion of a motor vehicle or aircraft, including motor gasoline, gasohol, other alcohol blended fuels, aviation gasoline, kerosene, distillate fuel oil, and #1 and #2 diesel.

Petroleum storage tank (PST). Any one or combination of above ground or underground storage tanks that contain petroleum products and any connecting underground pipes.

Point source. Any discernable, confined, and discrete conveyances, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.

Pollutant. Dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into water. The term "pollutant" does not include tail water or runoff water from irrigation or rainwater runoff from cultivated or uncultivated pasture land or farm land.

Pollution. The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness of public enjoyment of the water for any lawful or reasonable purpose.

Registered landscape architect (RLA). A person who has been duly licensed and registered to practice landscape architecture.

Registered professional engineer (RPE). A person who has been duly licensed and registered by the state board of registration for professional engineers to engage in the practice of engineering in the State of Louisiana.

Release. Any spill, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the municipal separate stormsewer system (MS4) or the waters of the United States.

Reportable quantity (RQ). For any "hazardous substance," the quantity established and listed in Table 302; for any "extremely hazardous substances," the quantity established in 40 CFR Part 302; for any "extremely hazardous substance," the quantity established in 40 CFR Part 355 and listed in Appendix A thereto.

Rubbish. Nonputrescible solid waste, excluding ashes, that consist of (a) combustible waste materials, including paper, rags, cartons, wood, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; and (b) noncombustible waste materials, including glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that do not burn at ordinary incinerator temperatures (1,600 to 1,800 degrees Fahrenheit).

Sanitary sewer or sewer. The system of pipes, conduits, and other conveyances, which

carry industrial waste and domestic sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, to the city sewage treatment plant (and to which stormwater, surface water, and groundwater are not intentionally admitted).

Septic tank waste. Any domestic sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

Service station. Any retail establishment engaged in the business of selling fuel for motor vehicles that is dispensed from stationary storage tanks.

Sewage or sanitary sewage. The domestic sewage and/or industrial waste that is discharged into the city sanitary sewer system and passes through the sanitary sewer system to the city sewage treatment plant for treatment.

Site. The land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity.

Solid waste. Any garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material including solid, liquid, semi-solid, or contained gaseous material resulting from community and institutional activities.

State. State of Louisiana.

Storm water. Stormwater runoff, snow melt runoff, surface runoff and drainage.

Storm water discharge associated with industrial activity. The discharge from any conveyances which is used for collecting and conveying stormwater and which is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant which is within one (1) of the categories of facilities listed in 40 CFR 122.26 (b)(14), and which is not excluded from EPA's definition of the same term.

Storm water pollution prevention plan (SWPPP). A plan required by either the construction general permit or the industrial general permit and which describes and ensures the implementation of practices that are to be used to reduce the pollutants in stormwater discharges associated with construction or other industrial activity at the facility.

Uncontaminated. Not containing a harmful quantity of any substance.

Used oil (or used motor oil). Any oil that has been refined from crude oil or a synthetic oil that, as a result of use, storage, or handling, has become unsuitable for its original purpose because of impurities or the loss of original properties but that may be suitable for further use and is recyclable in compliance with state and federal law.

Water in the state (or water). Any groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Gulf of Mexico, inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all water courses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state.

Water quality standard. The designation of a body or segment of surface water in the state for desirable uses and the narrative and numerical criteria deemed by the state.

Waters of the United States. All waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all wetlands adjacent to waters identified in this definition; and any waters within the federal definition of "waters of the United States" at 40 CFR 122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirement of the federal Clean Water Act.

Wetland. An area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Yard waste. Leaves, grass clippings, yard and garden debris, and brush that result from landscaping maintenance and land-clearing operations.

Sec. 28.1 – 33 – 28.1 – 50. – Reserved.

ARTICLE III. – USER REQUIREMENTS

Sec. 28.1 – 51 – General Provisions.

Sec. 28.1 – 52 – Specific prohibitions and requirements.

Sec. 28.1 – 53 – Used oil regulation.

Sec. 28.1 – 54 – Swimming pool regulations.

Sec. 28.1 – 55 – Discharge from dumpster area.

Secs. 28.1 – 56 – 28.1 – 70 – Reserved.

Sec. 28.1 – 51. – General provisions.

- (a) No person shall introduce or cause to be introduced into the municipal separate stormsewer system (MS4) any discharge that is not composed entirely of stormwater.
- (b) It is an affirmative defense to any enforcement action for violation of subsection (a) of this section that the discharge was composed entirely of one (1) or more of the following categories of discharges:
 - 1) A discharge authorized by, and in full compliance with, an NPDES permit (other than the NPDES permit for discharges from the MS4);
 - 2) A discharge or flow resulting from the fire fighting by the fire department;
 - 3) A discharge or flow of fire protection water that does not contain oil or hazardous substances or materials;
 - 4) Agricultural water runoff;
 - 5) A discharge or flow from water line flushing, but not including a discharge from water line disinfection by superchlorination or other means unless it contains no harmful quantities of chlorine or any other chemical used in the line disinfection;
 - 6) A discharge or flow from lawn watering, landscape irrigation, or other irrigation water;
 - 7) A discharge of flow from a diverted stream flow or natural spring;
 - 8) A discharge or flow from uncontaminated pumped groundwater or rising

groundwater;

9) Uncontaminated groundwater infiltration (as defined as 40 CFR 35.2005(2) to the MS4);

10) Uncontaminated discharge or flow from a foundation drain, crawl space pump, or footing drain;

11) A discharge or flow from air conditioning condensation that is not mixed with water from a cooling tower, emissions scrubber, emission filter, or any other source of pollutant;

12) A discharge or flow from a potable water source not containing any harmful substance or material from the cleaning or draining of a storage tank or other container.

13) A discharge or flow from individual residential car washing;

14) A discharge or flow from a riparian habitat or wetland;

15) A discharge or flow from water used in street washing that is not contaminated with any soap, detergent, solvent, emulsifier, dispersant, or any other harmful cleaning substance; or

16) Stormwater runoff from a roof that is not contaminated by any runoff or discharge from an emissions scrubber or filter or any other source of pollutant.

- (c) No affirmative defense shall be available under subsection (b) of this section if the discharge or flow in question has been determined by the storm water committee to be a source of a pollutant or pollutants to the waters of the United States or to the MS4, written notice of such determination has been provided to the discharger, and the discharge has occurred more than ten (10) days beyond such notice. The correctness of the stormwater committee's determination that a discharge is a source of a pollutant may be reviewed in any administrative or judicial enforcement proceeding.

Sec. 28.1 – 52. – Specific prohibitions and requirements.

- (a) The specific prohibitions and requirements in this section are not inclusive of all the discharges prohibited by the general prohibition in Section 28.1 – 51.
- (b) No person shall introduce or cause to be introduced into the MS4 any discharge that causes or contributes to causing the city to violate a water quality standard, the city's NPDES permit, or any state-issued discharge permit for discharges from its MS4.
- (c) No person shall dump, spill, leak, pump, pour, emit, empty, discharge, leach, dispose, or otherwise introduce or cause, allow, or permit to be introduced any of the following substances into the MS4:
- 1) Any used motor oil, antifreeze, or any other motor vehicle fluid;
 - 2) Any industrial waste;
 - 3) Any hazardous waste, including hazardous household waste;
 - 4) Any domestic sewage or septic tank waste, grease trap waste, or grit trap waste;
 - 5) Any garbage, rubbish, or yard waste;
 - 6) Any wastewater from a commercial carwash facility; from any vehicle washing, cleaning, or maintenance at any new or used automobile or other vehicle dealership, rental agency, body shop, repair shop, or maintenance facility; or from any washing, cleaning, or maintenance of any business or commercial or public service vehicle, including a truck, bus, or heavy equipment, by a business or public entity;
 - 7) Any wastewater from the washing, cleaning, de-icing, or other maintenance of

aircraft;

8) Any wastewater from commercial floor, rug, or carpet cleaning;

9) Any effluent from a cooling tower, condenser, compressor, emission scrubber, emission filter, or the blow-down from a boiler;

10) Any runoff or wash down from any animal pen, kennel, or fowl or livestock containment area;

11) Any discharge from water line disinfection by super-chlorination or other means if it contains any harmful quantity of chlorine or any other chemical used in line disinfection;

12) Any fire protection water containing oil or hazardous substances or materials;

13) Any water from a water curtain in a spray room used for painting vehicles or equipment;

14) Any contaminated runoff from a vehicle wrecking;

15) Any substance or material that will damage, block, or clog the MS4;

16) Any release from a petroleum storage tank (PST), or any leachate or runoff from soil contamination by a leaking PST, or any discharge of pumped, confined, or treated wastewater from the remediation of such PST release, unless the discharge satisfies all of the following criteria:

- a. Compliance with all state and federal standards and requirements;
- b. No discharge containing harmful quantity of any pollutant; and
- c. No discharge containing more than fifty (50) parts per billion of benzene, five hundred (500) parts per billion combined total quantities of benzene, toluene, ethylbenzene, and xylene, (BTEX); or fifteen (15) mg/l of total petroleum hydrocarbons (TPH).

17) The following non-stormwater sources may be discharged from the MS4 provided that they have not been determined by the city to be substantial sources of pollutants to the MS4. The operator must utilize best management practices to limit discharge of the following non-stormwater sources:

- a. Any wastewater from a commercial mobile power washer or from the washing of other cleaning of a building exterior that contains any harmful quantity of soap, detergent, degreaser, solvent, or any other harmful cleaning substance;
- b. Any wastewater from the wash down or other cleaning of pavement that contains any harmful quantity of soap, detergent, solvent, degreaser, emulsifier, dispersant, or any other cleaning substance; or any wastewater from the wash down or other cleaning of any pavement where any spill, leak, or other release of oil, motor fuel, or other petroleum or hazardous substance has occurred, unless all harmful quantities of such released material have been previously removed;
- c. Any ready-mixed concrete, mortar, ceramic, or asphalt base material or hydro mulch material, or from the cleaning of commercial vehicles or equipment containing, or used in transporting or applying, such material.

(d) No person shall introduce or cause to be introduced into the MS4 any harmful quantity of sediment, silt, earth, soil, or other material associated with clearing, grading, excavation or other construction activities in excess of what could be retained on site or captured by employing sediment and erosion control measures to the maximum extent practicable.

(e) No person shall connect a line conveying sanitary sewage, domestic, or industrial, to the MS4, or allow such a connection to continue.

- (f) No person shall cause or allow any pavement wash-water from a commercial facility to be discharged into a MS4 unless such wastewater has passed through a properly functioning and maintained, grease, oil and sand interceptor before discharging into the MS4.

Sec. 28.1 – 53. – Used oil regulation.

- (a) No person shall:
 - (1) Discharge used oil into the MS4 or a sewer, drainage system, surface water, groundwater, or water course;
 - (2) Knowingly mix or commingle used oil with solid waste that is to be disposed in a landfill or knowingly directly dispose of used oil on land or in a landfill;
 - (3) Apply used oil to a road or land for dust suppression, weed abatement, or other similar use that introduces used oil into the environment.

Sec. 28.1 – 54. – Swimming pool regulation.

- (1) Requirements for two (2) types of discharges:
 - (a) *Filter back washing:*
 - 1. Backwash water may be disposed of and filters may be rinsed on the pool/spa owner's property. This should be done in an area that will absorb the water.
 - 2. Water from back washing a pool or spa containing chlorine <1 mg/l, total suspended solids <45 mg/l, pH in the range of 7 to 8, no harmful quantities of muriatic acid or other chemical used in the treatment or disinfection of the water, free of color, algae, and other contaminants may be discharged off the owner's property to the MS4.
 - 3. The following restrictions apply to backwash water discharge activities:
 - a. Discharges may not be drained onto a neighbor's property or across a sidewalk.
 - b. Discharge water may not cause erosion or transport sediment.
 - c. Discharges may not be drained into unpaved alleys.
 - d. Discharges may not cause an accumulation of water along the curbline gutter of a paved street.
 - e. Backwash water discharge unable to meet the restrictions outlined above must be discharged to the sanitary sewer system with approval from the wastewater superintendent and the city plumbing inspector.
 - (b) *Swimming pool/spa draining:*
 - 1. Water from draining a pool or spa containing chlorine <1 mg/l, total suspended solids <45 mg/l, pH in the range of 7 to 8, no harmful quantities of muriatic acid or other chemical used in the treatment or disinfection of the water, free of color, algae, and other contaminants may be discharged off the owner's property to the MS4.
 - 2. The following restrictions apply to swimming pool and spa discharge activities:
 - a. Discharges may not be drained onto a neighbor's property or across a sidewalk.
 - b. Discharge water may not cause erosion or transport sediment.

- c. Discharges may not be drained into unpaved alleys.
- d. Discharges may not cause an accumulation of water along the curblin gutter of a paved street.
- e. Swimming pools or spas water discharge unable to meet the restrictions outlined above must be discharged to the sanitary sewer system in the event there is no subsurface drainage is available. To discharge to the sanitary sewer prior approval from the wastewater superintendent and the city plumbing inspector must be obtained.

Sec. 28.1 – 55. – Discharge from dumpster area.

For all new construction of commercial facilities requiring suitable cleaning and supplies such as high pressure pumps, hot water, steam, and detergents necessary for the effective cleaning of equipment and receptacles of solid waste collection must meet the following requirements:

- (a) Liquid waste generated by cleaning operation cannot be discharged into the MS4 without a valid NPDES permit from the department of environmental quality.
- (b) Liquid waste generated by cleaning operation not meeting criteria in subsection (a) above, must be discharged to the sanitary sewer. Stormwater runoff must be prevented from entering the sanitary sewer by means approved by the City of Natchitoches.
- (c) Discharge entering the sanitary sewer must meet local discharge limits found in city ordinance. Discharges unable to meet these discharge limits must be pretreated on site to reduce pollutant concentration prior to discharging to the sanitary sewer.

Sec. 28.1 – 56 – 28.1 – 70. – Reserved.

ARTICLE IV. - STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES

Sec. 28.1 – 71 – General requirements.

Sec. 28.1 – 72 – Site applicability.

Secs. 28.1 – 73 – 28.1 – 90 – Reserved.

Sec. 28.1 – 71. – General requirements.

The operator shall certify all state requirements have been met by signing a certification statement as part of the grading application and/or building permit application. Refer to current specific NPDES permit for site applicability and NOI requirements.

- (1) All operators of construction sites shall use best management practices to control and reduce the discharge, to the MS4 and to waters of the United States, of sediment, silt, earth, soil, and other material associated with the clearing, grading, excavation, and other construction activities to the maximum extent practicable. Such best management practices may include, but not be limited to, the following measures:
 - (a) Ensuring that existing vegetation is preserved where feasible and that disturbed portions of the site are stabilized as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased. Stabilization measures may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures;
 - (b) Use of structural practices to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from the site to

- the extent feasible;
- (c) Minimization of the tracking of sediments off-site by vehicles, the generation of dust, and the escape of other windblown waste from the site;
 - (d) Prevention of the discharge of building materials, including cement, lime, concrete, and mortar, to the MS4 or waters of the United States;
 - (e) Providing general good housekeeping measures to prevent and contain spills of paints, solvents, fuels, septic waste, and other hazardous chemicals and pollutants associated with construction, and to assure proper clean and disposal of any such spills in compliance with state, federal, and local requirements;
 - (f) Implementation of proper waste disposal and waste management techniques, including covering waste materials and minimizing ground contact with hazardous chemicals and trash;
 - (g) Timely maintenance of vegetation, erosion and sediment control measures and other best management practices in good and effective operating condition; and
 - (h) Installation of structural measures during the construction process to control pollutants in stormwater discharges that will occur after construction operations have been completed. Structural measures should be placed on upland soils to the degree attainable. Such installed structural measures may include, but not be limited to, the following: stormwater detention structures (including wet ponds); flow attenuation by use of open vegetative swales and natural depressions; other velocity dissipation devices, infiltration of runoff on site; and sequential systems which combine several practices. Operators of construction sites are only responsible for the installation and maintenance of stormwater management measures prior to final stabilization of the site, and are not responsible for maintenance after stormwater discharges associated with construction activity have terminated.
- (2) Personnel (provided by the operator of the construction site) shall inspect disturbed areas of any construction site (meeting criteria of current NPDES permit) that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, and locations where vehicles enter or exit the site in accordance with the current NPDES permit. All erosion and sediment control measures and other identified best management practices shall be observed in order to ensure that they are operating correctly and are effective in preventing significant impacts to receiving waters and the MS4. Based on the results of the inspections, best management practices shall be revised as appropriate, and as soon as is practicable.
 - (3) The city may require any plans and specification that are prepared for the construction of site improvements to illustrate and describe the best management practices required by subsection (1)(a) above that will be implemented at the construction site. The city may deny approval of any building permit, site development plan, or any other city approval necessary to commence or continue construction, or to assume occupancy, on the grounds that the management practices described in the plans or observed upon the site inspection by the city are determined not to control and reduce the discharge of sediment, silt, earth, soil, and other materials associated with clearing, grading, excavation, and other construction activities to the maximum extent practicable.
 - (4) Any owner of a site of construction activity, whether or not he/she is an operator, is jointly and severally responsible for compliance with the requirements in this section.
 - (5) Any contractor or subcontractor on a site of construction activity, who is not an owner or operator, but who is responsible under his/her contract or subcontract for implementing best management practices control measure, is jointly and severally responsible for any willful or negligent failure on his/her part to

adequately implement that control measure if such failure causes or contributes to causing the city to violate a water quality standard, the city's NPDES permit, or any state-issued discharge permit for discharges from its MS4.

- (6) Based on the results of the inspections required by subsection (2), the site description and/or the pollution prevention measures shall be revised as appropriate, but in no case later than one (1) calendar day following the inspection. Such modifications shall provide for timely implementation of any changes to the SWPPP within one (1) calendar day following the inspection.
- (7) Upon final stabilization of the construction site, the owner or the duly authorized representative thereof shall submit written certification to the city that the site has been finally stabilized. The city may withhold an occupancy or use permit for any premises constructed on the site until certification of final stabilization has been filed and the city has determined, following any appropriate inspection, that final stabilization has, in fact, occurred and that any required permanent structural controls have been completed.

Sec. 28.1 – 72. – Site applicability.

Construction activity, including clearing, grading, and excavation activities, that result in the disturbance of one (1) or more acres of total land area shall comply with the requirements of this chapter. This also applies to building construction (including residential) on lots less than one (1) acre (See appendix A for example of best management practices).

Appendix A cited above has not been set out in the Code, but is on file in the office of the city clerk.

Secs. 28.1 – 73 – 28.1 – 90. - Reserved.

ARTICLE V. – GRADING PERMIT

Sec. 28.1 – 91. – Purpose.

Sec. 28.1 – 92. – Exemptions.

Sec. 28.1 – 93. – Permitting procedures.

Sec. 28.1 – 94. – Responsibility not waived.

Sec. 28.1 – 95. – Site plan and/or conceptual grading plan requirements.

Sec. 28.1 – 96. – Plan submittal, review, and approval process for grading permits.

Sec. 28.1 – 97. – Grading permit fees.

Sec. 28.1 – 98. – Erosion and sedimentation control.

Secs. 28.1 – 99. – 28.1 – 120. – Reserved.

Sec. 28.1 – 91. – Purpose.

The purpose of this section is to regulate grading property within the incorporated area of the City of Natchitoches safeguard life, limb, health, property and public welfare; to avoid pollution of watercourses with nutrients, sediments, or other earthen materials generated on or caused by surface runoff on or across the permit area; and to ensure that the intended user of a graded site is consistent with applicable city ordinances.

Sec. 28.1 – 92. – Exemptions.

The following described activities shall not require a grading permit in order to perform clearing, excavation, or related earthwork:

- (1) If building permit is obtained, no grading permit is required.
- (2) Utility or public works improvements do not require a grading permit.
- (3) Excavation in connection with a building, swimming pool, retaining wall, or other

- structure authorized by a valid building permit;
- (4) Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.
 - (5) Septic repair and/or alteration.
 - (6) Cemetery graves.
 - (7) Temporary stockpiling or storing of materials provided that such operations do not affect adjacent properties and all drainage and erosion control requirements.
 - (8) Accepted agricultural practices such as plowing, cultivation, construction of agricultural structures, nursery operations, tree cutting, logging operations leaving the stump and root mat intact, and cultivated sod operation.
 - (9) Minor landscaping and sprinkler installation.

Sec. 28.1 – 93. – Permitting procedures.

Unless otherwise stated, no person(s) shall perform any clearing, excavation, or earthwork within the City of Natchitoches without first having obtained a grading permit or building permit from the planning department.

The grading permit is applicable but is not limited to the following activities:

- (1) Excavating, cutting, filling, grading, draining, or paving of lots, parcels, or other areas;
- (2) Altering, rerouting, deepening, widening obstructing, or changing in any way an existing drainage system or feature;
- (3) Development for: residential, commercial, institutional, industrial, utility or other activities;
- (4) Commencing any other development or excavation which may: significantly increase or decrease the rate and/or quantity of surface water runoff, degrade the quality of water; adversely affect any sinkhole, water course, or water body.

Sec. 28.1 – 94. – Responsibility not waived.

The grading permit exceptions listed in Section 28.1 – 92 do not relieve the owner, developer, contractor, or other legal representative of the responsibility of installing and properly maintaining the proper erosion/sedimentation control measures or other liability resulting from such activities.

Sec. 28.1 – 95. – Site plan and/or conceptual grading plan requirements.

- (a) An approved site sketch is required to obtain a grading permit. The site sketch shall contain in addition to such basic information as owner name and address, date, tax map and parcel number the following:
 - (1) The actual shape, location, and dimension of the lot to be built upon;
 - (2) The shape, size, and location of all existing and proposed buildings or other structures;
 - (3) The location and approximate dimension of all points of access to a public street or road;
 - (4) The location of all driveways and entrances;
 - (5) Locations of areas subject to flooding, if applicable.
- (b) An approved site plan is required to obtain a grading permit. The site plan shall contain, as a minimum, the following items or information, as applicable.
 - (1) Total land area;
 - (2) Existing and proposed topography of existing land and impervious areas shown;
 - (3) Elevations of all existing and proposed streets, alleys, utilities, sanitary and

- storm water sewers, and existing buildings and structures;
- (4) All existing and proposed impervious area;
- (5) Natural or artificial watercourses;
- (6) Limits of floodplains, if applicable;
- (7) All existing and proposed slopes, terraces, or retaining walls;
- (8) All existing and proposed stormwater drainage structures or features;
- (9) All stormwater structures/features immediately upstream and downstream of the site;
- (10) Erosion and siltation control plans;
- (11) Drainage calculations when required; and
- (12) Drainage easement when required.

Sec. 28.1 – 96. – Plan submittal, review, and approval process for grading permits.

If site, drainage, grading, and erosion plans for the purpose of obtaining a grading permit are required, they shall be submitted to the planning department. They are to be submitted no less than ten (10) days prior to the intended date to begin site alterations. The issuance of all other permits is based upon approval of submitted plans.

The grading permit is valid for a period of one (1) year from the date of issue. Extensions will be considered based on circumstances.

Sec. 28.1 – 97. – Grading permit fees.

The fee for the grading permit is intended to assist the City of Natchitoches in recovering some of the expenses associated with the permitting process. These costs consist primarily of administration, inspection, and enforcement activities and shall be approved and set by the city council.

The fee schedule for grading permits is as follows:

Grading/excavation/earthworks projects
 Areas less than or equal to one (1) acre \$50.00
 Areas less than one (1) acre, per additional acre \$25.00

Sec. 28.1 – 98. – Erosion and sedimentation control.

Developers and/or property owners shall use appropriate erosion and sedimentation control measures to ensure that erosion, or adverse conditions caused by erosion or sedimentation, is eliminated or held to an acceptable minimum and does not cross to an adjoining property, right-of-way, or stream.

Secs. 28.1 – 99. – 28.1 – 120. – Reserved.

ARTICLE VI. – COMPLIANCE MONITORING

Sec. 28.1 – 121. – Right of entry; inspection and sampling.

Secs. 28.1 – 122. – 28.1 – 140 – Right of entry; inspection and sampling.

The city shall have the right to enter the premises of any person discharging stormwater to the municipal separate storm sewer system (MS4) or to waters of the United States to determine if the discharger is complying with all requirements of this chapter and with state or federal discharge permit, limitation, or requirements. Dischargers shall allow the city ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and for the performance of any additional duties. Dischargers shall make available to the city, upon request, any SWPPPs, modifications thereto, self-inspection reports, monitoring records, compliance evaluations, notices of intent, and any other records, reports, and other documents related to compliance with this chapter and with any state or federal discharge permit.

- (1) Where a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharge shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, city personnel will be permitted to enter without delay for the purpose of performing his/her responsibilities.
- (2) The city shall have the right to set up on the discharger's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the discharger's operation.
- (3) The city may require any discharger to the MS4 or waters of the United States to conduct specified sampling, testing, analysis, and other monitoring of its stormwater discharges, and may specify the frequency and parameters of any such required monitoring.
- (4) The city may require the discharger to install monitoring equipment as necessary at the discharger's expense. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
- (5) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the discharger at the written or verbal request of the city and shall not be replaced. The costs of clearing such access shall be borne by the discharger.
- (6) Unreasonable delays in allowing the city access to the dischargers premises shall be a violation of this chapter.

Secs. 28.1 – 122 – 28.1 – 140. – Reserved.

ARTICLE VII. – PENALTIES AND ENFORCEMENT

Sec. 28.1 – 141. – Notice of noncompliance.

Sec. 28.1 – 142. – Cease and desist orders.

Sec. 28.1 – 143. – Delivery of notice.

Sec. 28.1 – 144. – Penalties.

Sec. 28.1 – 145. – Administrative appeals.

Secs. 28.1 – 146 – 28.1 – 170. – Reserved.

Sec. 28.1 – 141. – Notice of noncompliance.

The director or his designee shall deliver to the owner, contractor, and/or representative of any premises, or to any person responsible for an illicit connection, prohibited discharge, maintenance of a threatened discharge, failure to implement BMPs in accordance with this chapter, or any other violation of this chapter a notice of noncompliance. The notice of noncompliance shall be delivered in accordance with Section 28.1 – 143.

The notice of noncompliance shall identify the provision of this chapter which has been violated. The notice of noncompliance shall state that continued noncompliance may result in additional enforcement actions, including the recovery of any costs incurred by the city.

The notice of noncompliance shall identify a compliance date that must be met.

Sec. 28.1 – 142. – Cease and desist orders.

The director may issue a cease and desist order. A cease and desist order shall be delivered in accordance with Section 28.1 – 143. A cease and desist order may direct the owner, contractor, and/or representative responsible for any violation of this chapter, to take any of the

following action:

- (1) Immediately discontinue any prohibited discharge to the city's stormwater conveyance system.
- (2) Immediately discontinue any other violation of this chapter.
- (3) Clean up the area affected by the violation.
- (4) The director of planning and development may direct by a cease and desist order that any person immediately cease any activity which may lead to a violation of receiving water limitations.
- (5) The director of planning and development may terminate the building permit for the site.

Sec. 28.1 – 143. – Delivery of notice.

Any notice of noncompliance, cease and desist order, or other enforcement order pursuant to the requirements of this chapter shall be subject to the following requirements:

- (1) The notice shall state that the recipient has a right to appeal the matter as set forth in Section 28.1 – 145.
- (2) The notice shall state that the recipient or the property owner, or both, may be liable for all enforcement costs incurred by the city in correcting the violation.
- (3) Delivery shall be deemed complete upon either personal delivery to the recipient or deposit in the U.S. mail postage prepaid for first class delivery.

Sec. 28.1 – 144. – Penalties.

Any person violating any provision of this chapter shall be punished by a fine imposed by the director according to the following schedule:

First offense: \$250.00 per day per offense.

Second offense: \$500.00 per day per offense.

Third offense and thereafter: \$1,000.00 per day per offense.

Sec. 28.1 – 145. – Administrative appeals.

- (1) *Initiating an appeal.* An appeal may be initiated by filing a petition with the director once informal attempts to resolve the customer's complaint have failed. The following information shall be contained in the petition:
 - (a) The name, address, and telephone number of the interested party filing the appeal, and the name of the owner and/or customer if the appeal is being filed by an interested party other than the owner and/or customer.
 - (b) The property address and a facility contact person if different from the owner.
 - (c) The decision, enforcement action, or other action being appealed and the decision of the action.
 - (d) An indication of the appellant's status as an interested party.
 - (e) A statement giving specific reason why the appellant believes the decision of the director of planning and development is incorrect or does not comply with the rules and regulations found in this chapter.
 - (f) New or different documents, drawings, plans, or other material appellant believes supports the case.
- (2) *Hearing.* The city council may itself conduct the hearing and take the evidence, or

may designate any of its members or any officer or employee to:

- (a) Issue in the name of the city council notices of hearings requested the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;
- (b) Take the evidence;
- (c) Transmit a report of the evidence and hearings, including transcripts and other evidence, together with recommendations to the city council for action thereon.

At any hearing held pursuant to this article, testimony must be under oath and recorded stenographically. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges thereof.

After the city council has reviewed the evidence, it may issue an order to the user responsible for the violation, following a specified time period, that corrective action be completed, and/or penalties be paid. Further orders and directives as are necessary and appropriate may be issued.

A party or person aggrieved by the city council decision shall the right of judicial review of such determination in Tenth Judicial Court.

Secs. 28.1 – 146 – 28.1 – 170. – Reserved.

ARTICLE VIII. – CITIZEN PARTICIPATION AND COOPERATION WITH THE CANE RIVER WATERWAY COMMISSION

Sec. 28.1 – 171. – Cooperation with the Cane River Waterway Commission.

Sec. 28.1 – 172. Citizen reports of violations.

Secs. 28.1 – 173. – 28.1 – 190. – Reserved.

Sec. 28.1 – 171. – Cooperation with the Cane River Waterway Commission.

The City recognizes that the Cane River Waterway Commission has an interest in protecting the integrity of Cane River Lake as well as the water quality of Cane River Lake. The Cane River Waterway Commission is encouraged to report to the City any spills, releases or other discharge of pollutants into Cane River Lake. The Cane River Waterway Commission is further encouraged to report any construction or grading activities along Cane River Lake that may be in violation of this Chapter.

The Director will share information with the Cane River Waterway Commission regarding issuance of permits under this chapter as well as regarding enforcement activities and actions.

Sec. 28.1 – 172. – Citizen reports of violations.

- (1) All citizens are encouraged to report to the city any spills, releases, illicit connections, other instances of anyone discharging pollutants into the M54 or waters of the United States, and any other violation of this chapter of which they become aware.
- (2) Calls received by the first call system will be referred to the compliance officer. All citizen reports received by telephone, in writing, and in person will be kept on file for a period of three (3) years. When necessary, complaints will be referred to the department of environmental quality, department of health and hospital, or other appropriate local, state, or federal agency.

Secs. 28.1 – 173 – 28.1 – 190. – Reserved.

ARTICLE IX. – MISCELLANEOUS PROVISIONS

Sec. 28.1 – 191. – Charges and fees.

Sec. 28.1 – 191. – Charges and fees.

Customers shall be charged a fee of two dollars and thirty cents (\$2.30) each month for reimbursement of the costs of constructing, operating, and maintaining the city's MS4 and for reimbursement of costs of implementing a "stormwater management program" as required by EPA and the state, and those other cost of implementing this chapter, which costs may include, although are not limited to, the following:

- (1) Fees for monitoring, inspection, and surveillance procedures including the cost of collecting and analyzing discharges and reviewing monitoring reports submitted by dischargers;
- (2) Fees for spills and release reports and responding to spills and releases of oil, hazardous and extremely hazardous substances, and other pollutants;
- (3) Fees for the discharges of stormwater into the city's separate storm sewer system; and
- (4) Other fees as the city may deem necessary to carry out the requirements contained in this chapter. These fees relate solely to the matters covered by this chapter and are separate from all other fees, fines, and penalties chargeable by the city.
- (5) The two dollar and thirty cent (\$2.30) fee for customers shall be assessed to each commercial or residential property individually for each meter. The Director of Finance may apply the fee to structures individually if multiple structures use one (1) meter. The fee is limited to one (1) assessment per structure.

SECTION 2. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3. If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.

SECTION 4. This Ordinance shall go into effect upon publication and in accordance with law.

THIS ORDINANCE was introduced on May 12, 2014 and published in the *Natchitoches Times* on May 17, 2014.

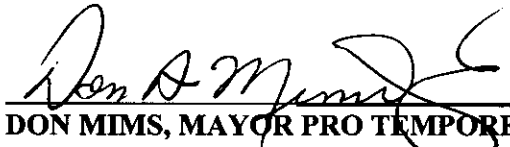
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: Nielsen, Mims, Stamey, Morrow
NAYS: None
ABSENT: Payne
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0
Nays this 27th day of May, 2014.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 28th day of May, 2014 at 10:00 A.M.

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to – wit:

RESOLUTION NO. 046 OF 2014

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
A MAINTENANCE AGREEMENT, INCLUDING MOWING AND LITTER
PICKUP, WITH THE STATE OF LOUISIANA, DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT, OFFICE OF ENGINEERING
FOR THE PERIOD JULY 1, 2014 THROUGH JUNE 30, 2015**

WHEREAS, pursuant to the provisions of LSA-R.S. 48:193, the Louisiana Department of Transportation and Development, Office of Engineering, is directed to repair and to keep in operating condition, at its sole cost and expense, all municipal roads or streets within the State Highway System as it is defined in LSA-R.S. 48:191, hereinafter sometimes referred to as the "State Highway System" or "State Roadway"; and

WHEREAS, further LSA-R.S. 48:193 authorizes municipalities to request that the repair and maintenance of said State Roadways located within a respective municipality be performed by the municipality, at the State's expense; and

WHEREAS, DOTD lacks sufficient personnel and equipment to perform mowing and litter collection on a routine and continuing basis and wishes to enter into an agreement with the City of Natchitoches to perform maintenance directly related to mowing and litter collection on the State Roadways within the City of Natchitoches.

WHEREAS, this agreement applies only to the roads and streets identified on the DOTD's List of Routes for Maintenance Agreement which shall include all rights-of-ways and roadway shoulders associated with the State Roadways; and

WHEREAS, the City of Natchitoches shall be reimbursed by DOTD the amount of \$875.00 per cycle, per mile for Interstate Roadways; \$500.00 per cycle, per mile for divided State Roadways; and \$250.00 per cycle per mile for undivided State Roadways; and

WHEREAS, the total mileage to be maintained by the City of Natchitoches pursuant to this Agreement and for which the City is entitled to reimbursement by DOTD is 24.88 miles, of which 0.0 miles are Interstate Roadways; 4.40 miles are divided State Roadways; and 20.48 are undivided State Roadways, for the total maximum amount for which the City may claim reimbursement is \$29,280.00; and

WHEREAS, The Agreement for said maintenance shall begin **July 1, 2014** and end **June 30, 2015**, unless Agreement is earlier terminated as conditioned by the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Natchitoches City Council, in legal session convened, does hereby authorize the Mayor to enter into a Maintenance Agreement, Including Mowing and Litter Pickup, with the State of Department of Transportation and Development.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	Payne
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 27th day of May, 2014.



LEE POSEY, MAYOR

**MAINTENANCE AGREEMENT
INCLUDING MOWING AND LITTER PICKUP**

FOR THE FISCAL YEAR ENDING JUNE 30, 2015

BETWEEN

NATCHITOCHE

AND

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
OFFICE OF ENGINEERING**

AGREEMENT

This **AGREEMENT**, ("Agreement") is made and entered into this 28th day of, May, 2014, by and between the **STATE OF LOUISIANA**, through the Department of Transportation and Development, hereinafter referred to as ("**DOTD**"), represented herein by its Secretary or his duly authorized designee, and the City of **Natchitoches**, hereinafter referred to as ("**Municipality**"), appearing herein through its Mayor, Lee Posey, duly authorized.

WITNESSETH:

WHEREAS, pursuant to the provisions of LSA-R.S. 48:193, **DOTD** is directed to repair and to keep in operating condition, at its sole cost and expense, all municipal roads and streets within the State Highway System as it is defined in LSA- R.S. 48:191, hereinafter sometimes referred to as the "State Highway System" or "State Roadway"; and

WHEREAS, further, LSA-R.S. 48:193 authorizes municipalities to request that the repair and maintenance of said State Roadways located within their respective municipalities be performed by the municipality, at the State's expense; and

WHEREAS, **DOTD** lacks sufficient personnel and equipment to perform mowing and litter collection on a routine and continuing basis and wishes to enter into an agreement with the **Municipality** to perform maintenance directly related to mowing and litter collection on the State Roadways located within the City of Natchitoches; and

NOW, THEREFORE, it is hereby agreed between **DOTD** and **Municipality**:

ARTICLE I: Covered Roadways:

This Agreement applies only to those State Roadways identified on the List of Routes for Maintenance Agreement shown on Exhibit "A", a copy of which is appended hereto and made a part hereof by reference. These State Roadways are collectively referred to as "State Roadways" and, for purposes of this Agreement, the term "State Roadway" shall include all rights of ways and roadway shoulders associated with the State Roadways.

ARTICLE II. Mowing Litter and Trash Collection

The **Municipality** shall conduct its operation in a manner such that the safety and convenience of the public shall be regarded as a priority. All equipment and traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices. The **DOTD** reserves the right to stop the **Municipality** from working or order any piece of equipment removed from the roadway or right of way should it be determined that the minimum safety standards are not being met.

The **Municipality** shall pick up and properly dispose of all trash and debris located on the State Roadways prior to conducting mowing operations. Litter and trash collection shall precede the mowing operation by no more than 24 hours. The **Municipality** shall perform litter and debris pick-up on all grass and vegetative areas, ditches, paved roadside shoulders and areas beneath overhead bridges and roadways. All litter, trash and debris uncovered by the mowing operation shall be picked up within 48 hours of the mowing operation. All litter, trash and debris shall be collected and piled or bagged off of the travel lanes and paved shoulders of the State Roadways and must be removed from the right-of-ways by the close of business the same workday that it is collected. **Municipality** shall provide, at its own expense, all equipment necessary to perform the duties provided for in this Agreement, including but not limited to, all trash bags, mowing and trimming equipment and herbicide applicators. **Municipality** shall record and document the amount of litter collected and report these amounts to the appropriate DOTD District Engineer at the time invoices are submitted for payment.

For purposes of this agreement litter, trash and debris shall mean all trash, debris, litter, junk, rubbish, paper, cardboard, glass, cans, discarded items, garbage, old tires, treads, dead trees, wood materials, concrete, etc. The Municipality will not be required to pick up every isolated cigarette butt, chip of glass or similar small objects.

The **Municipality** shall mow grass and cut or otherwise control mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent right of way. For purposes of this Agreement, Mowable vegetation is defined as any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground. Mowing and litter removal shall be accomplished a minimum of four (4) times per year. The dates of the mowing operations shall be set forth on the Mowing Plan submitted by Municipality to Roadside Development Coordinator assigned to the DOTD District where the mowing operations are to take place.

Natural stands or planted stands of wildflowers shall not be cut until after seed heads have formed unless, in the opinion of DOTD District Administrator, the flowers are causing a traffic hazard or have a very undesirable appearance.

If, during the term of this Agreement, DOTD alters or makes repairs to State Roadways covered by this Agreement, DOTD will initiate contact with the **Municipality** to revise mowing and litter pick-up practices for the applicable State Roadway.

The **Municipality** shall be responsible for payments to its employees and contractors who perform work pursuant to this Agreement and shall be responsible for payroll taxes and benefits due each employee who is assigned to work pursuant to this Agreement.

Nothing herein is intended to create a statutory employer relationship between DOTD and the employees or contractors of the **Municipality**.

ARTICLE III: Use of Herbicide/Chemicals in Mowing Operations

The **Municipality** may utilize Vegetation Management Plans involving the use of herbicides/chemicals by the **Municipality**, provided that the **Municipality** obtains written approval from the **DOTD** District Administrator. The **Municipality** may elect to enter into a contract with third parties to administer herbicides. The following conditions shall apply to all Vegetation Management Plans involving the use of herbicides/chemicals whether performed by the **Municipality** or its contractor:

All liability arising from the use or misuse herbicides/chemicals pursuant to this Agreement shall be the responsibility of the **Municipality** and, when applicable, the **Municipality's** contractor making said chemical applications.

Municipality shall notify **DOTD** of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in the **Municipality's** Roadside Management Plan. The Roadside Management Plan shall include projected mowing and spraying schedules for the yearly contract. All herbicide applicators must possess a Category 6 Pesticide Applicators license obtained through the Louisiana Department of Agriculture and Forestry. A copy of licenses shall be included in the **Municipality's** Management Plan if the work is to be performed by **Municipality** employees. If herbicide/chemical application will be performed by **Municipality's** contractor, proof of insurance and required Louisiana licensing procedures shall be followed. The **DOTD** reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical applications to **DOTD** Roadways and rights of ways.

All herbicide/chemical applications performed from the traveling roadway shall be performed in accordance with **DOTD's** "Safety Policy and Procedure Manual". This shall include, but is not limited to, the use of arrow boards and crash attenuators when applications are made from the inside lane or fast-moving lane on divided highways. The **DOTD** reserves the right to approve all herbicides/chemicals used in herbicide/chemical treatments to **DOTD** rights of ways. A list of herbicides/chemicals and the quantities to be used are contained in the **DOTD** Policy for Roadside Management. The **DOTD** reserves the right to disallow the use of Integrated Roadside Management practices in sensitive areas or sites or sites deemed by **DOTD** as unsuitable for such practices.

The **Municipality** or its contractor shall consult with the **DOTD** Roadside Development Coordinator, on an annual basis, to verify whether any of these conditions exist.

The maximum number of generalized herbicide applications, shall be limited to two (2) per growing season.

The maximum number of generalized seed-head suppression applications shall be limited to two (2) per growing season.

A combination of the above two types of spraying maybe allowed, but no more than two in any given growing season.

Further, there shall be a contract mowing cycle interspersed between any two herbicide applications.

Spot Treatments:

Spot treatments for weed control shall be allowed. Products used for spot treatments shall have no injurious effects to the predominant turf grass. Chemical control of grasses and weeds around signs, guardrails, light standards, revetments and bridge ends will be allowed. The Municipality shall obtain prior approval from the District Roadside Development Coordinator for the chemicals used by the **Municipality** for spot treatments.

All concerns or questions relating to the use of herbicides shall be directed to the **DOTD** District Administrator.

ARTICLE IV: Reimbursement

DOTD will reimburse the **Municipality** on a semi-annual basis for work performed pursuant to this Agreement.

ARTICLE V: Payments

Municipality shall be reimbursed by **DOTD** the amount of Eight Hundred Seventy Five and 00/100 Dollars, (\$875.00) per cycle, per mile for Interstate Roadways; Five Hundred and 00/100 Dollars, (\$500.00) per cycle, per mile for divided State Roadways; and Two Hundred Fifty and 00/100 Dollars (\$250.00) per cycle, per mile for undivided State Roadways. All such payments shall be for work performed under the provisions of Article II - Litter and Trash Collection of this Agreement.

The total mileage to be maintained by the **Municipality** pursuant to this Agreement and for which the **Municipality** is entitled to reimbursement by **DOTD** is **24.88** miles. Of this, **0.00** miles are Interstate Roadways; **4.40** miles are divided State Roadways and **20.48** miles are undivided State Roadways. The total maximum amount for which the **Municipality** may claim reimbursement is **TWENTY-NINE THOUSAND TWO HUNDRED EIGHTY AND 00/100 DOLLARS, (\$ 29,280.00)**. It is understood and agreed that the rates per cycle, per mile at which the **Municipality** is to be reimbursed are without regard to the type of wearing surface of the traffic lanes or other features of the State and Interstate Roadways covered by this Agreement.

ARTICLE VI: Substandard Performance

If, in the opinion of the DOTD District Administrator, the **Municipality** has failed to properly fulfill its obligation with respect to any or all State Roadways covered by this Agreement, and after the **Municipality** has been notified in writing and given adequate opportunity to correct the condition, the **Municipality** has failed or refuses to correct said problem, the DOTD's District Administrator may order the DOTD maintenance forces to perform such work as, in his or her opinion, is necessary for the proper maintenance of the State Roadways and the DOTD may deduct the cost thereof from any monies due or that become due to **Municipality**.

ARTICLE VII: Indemnification

The **Municipality** shall defend, indemnify, save and hold harmless the State of Louisiana, through the Department of Transportation and Development, its offices, agents, servants and employees, including volunteers, from and against any and all claims, demands, suits, judgments of sums of money, attorneys' fees, court costs, expense and liability, to any party or third person, including, but not limited to, amounts for or arising out of injury or death to any person for loss of life, injury, damage, loss or destruction of any property, or damages for tort or breach of contract or any other basis of liability growing out of, resulting from, or by reason or any act, omission, operation or work of the **Municipality**, its agents, contractors, servants and employees, or on account of negligence in safeguarding the work or through use of unacceptable materials in maintaining the work, or because of any negligent act, omission or misconduct of the municipality, or because of claims or amount recovered from infringement of patent, trademark or copy right, or from claims or amounts arising or recovered under Worker's Compensation Act, or other law, ordinance, order or decree, or any and all costs, expense and/or attorneys' fees incurred by the municipality or DOTD as a result of any claims, demands, and/or causes of action while engaged upon or in connection with the performance of this Agreement by the **Municipality** or its contractors, employees, agents and assigns under this Agreement, except for those claims, demands, and/or causes of action arising out of the sole negligence of the Department or its agents, representatives and/or employees. The **Municipality** agrees to investigate, handle, respond to, provide defense for and defend, any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

ARTICLE VIII: Funding Contingency

The continuation of this Agreement is contingent upon the appropriation of funds by the Louisiana State Legislature to the **DOTD** to fulfill the requirements of this Agreement. If the Legislature fails to appropriate sufficient monies to provide the continuation of this Agreement, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall be reduced or terminate on the date said funds are no longer available.

ARTICLE IX: Limitation On Use of State Funds

The **Municipality** agrees to use the funds provided by the State through **DOTD** only for the services authorized in this Agreement and in accordance with constitutional and statutory restrictions on the use of State funds for public purposes.

ARTICLE X: Term and Cancellation

This Agreement shall begin on **July 1, 2014**, and shall end on **June 30, 2015**, but may be terminated earlier under any or all of the following conditions:

By mutual agreement and consent of the parties hereto.

By the **DOTD** as a consequence of the failure of the **Municipality** to comply with the terms or quality of work in a satisfactory manner.

By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.

By either party giving thirty (30) days written notice to the other party.

By the **DOTD** upon withdrawal or reduction of funding by the Louisiana Legislature or by any other lawful manner.

By either party as the result of an Act of God that prohibits performance, by either party, of duties proscribed in this Agreement.

If termination is made under condition four (4), above, after work has begun, the **Municipality** will be paid for all services rendered to date of termination.

DOTD may, at its option, suspend the services performed pursuant to this Agreement, without penalty of any kind, and without terminating the Agreement. Should the **DOTD** desire to exercise this right of suspension, it may do so by providing the **Municipality** with prior written notice of its intent to suspend the Agreement, thirty (30) days in advance of the effective date of suspension. The Agreement may be reinstated and resumed in full force and effect by **DOTD** by providing the **Municipality** with sixty (60) days written notice to that effect.

ARTICLE XI: Claims for Liens

The **Municipality** shall hold the **DOTD** harmless from any and all claims for liens for labor, services or materials furnished to the **Municipality** in connection with the performance of his obligations under this Agreement.

ARTICLE XII: Compliance With Laws

The **Municipality** agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the **Municipality** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

ARTICLE XIII: Agreement Modifications

Any changes or modifications to the terms of this Agreement must be made by a fully executed Supplemental Agreement.

ARTICLE XIV: Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by this Agreement or by agreement of the parties shall be referred to the **DOTD's** Secretary or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

ARTICLE XV: Record Keeping, Reporting and Audits

The **Municipality** shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this

Agreement, for inspection by the **DOTD** Audit Control Section, the Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE XVI: Covenant Against Contingent Fees

The **Municipality** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Municipality** to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Municipality**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

The **DOTD** shall have the right to annul this Agreement without liability or, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee if the **Municipality** breaches or violates this warranty.

No member of or delegate to Congress or resident commissioner shall be entitled to any share or part of this Agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to a contract if made with a corporation for its general benefit.

ARTICLE XVII: Subletting, Assignment or Transfer

The **Municipality** shall not subcontract any of his duties or responsibilities under this Agreement without the express written consent of **DOTD**.

The **Municipality** shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the **DOTD**, provided however, that claims for money due or to become due to the **Municipality** from **DOTD** may be assigned to a bank, trust company, or other financial institution without prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the **DOTD**.

ARTICLE XVIII: Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, thereunto duly authorized as of the day and year first above written.

THUS DONE AND SIGNED at Natchitoches, Louisiana, this 28th day of
May, 2014.

WITNESSES

Stacy M. McNeary

Hannah Waininger

Municipality

BY: Lee Posey

(Signed Name)

Lee Posey
(Printed Name)

Municipality City of Natchitoches

Address P.O. Box 37, Natchitoches, LA 71458
(318) 352-2772 (Phone)
(318) 357-3829 (Fax)

Tax ID. # 726000931

THUS DONE AND SIGNED at Alexandria, Louisiana, this 2nd day of
June, 2014.

WITNESSES:

DOTD

Ray Lammie

[Signature]

BY: Murphy J. Ledoux, Jr.

MURPHY J. LEDOUX, JR.
DISTRICT ENGINEER ADMINISTRATOR

"EXHIBIT A"

NATCHITOCHES

DESCRIPTION	MILEAGE		CNTRL. SECTION
La. 494 (Begin at City Limits to Jct. La. 1 on Keyser Ave.)	1.60	Undivided	835-06
La. 1224 (Begin on La. 1 at Church St. Bridge to East City Limits)	2.00	Undivided	835-11
La. 1223 (Begin La. 1 Business to Jct. La. 6)	1.18	Undivided	835-13
La. 6 (Begin Jct La. 1 Business to East City Limits)	2.00	Undivided	34-06
La. 1 (Begin Jct. La. 6 at Church St. Bridge to Jct. La. 1)	1.90	Undivided	53-05
La. 3191 (Begin Jct. La. 1 and West City Limits)	0.60	Undivided	53-05
La.1 (Begin at End of Four Lane 0.5 N at La. 1 bypass to Jct La. 6 at Church St.)	2.20	Undivided	53-04
La. 6 (Begin at Entrance to Northwestern Jr. High to Jct. La. 1 Business at Church St.)	1.70	Undivided	34-05
La. 1 (Begin at Jct. La. 1 Business to East City Limits Past La. 3175)	5.90	Undivided	34-05
La. 6 (Jct La. 1 to Jct La. 6)	1.40	Undivided	835-17
La. 1 (Begin 200' South of Jct La. 1 to 0.5 mi North of La. 1 Bypass)	0.50	Divided	53-04
La. 6 (Begin at North City Limits to Entrance Northwestern Jr. High)	3.90	Divided	34-05

Total Miles Divided 4.40

Total Miles Undivided 20.48

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to -wit:

RESOLUTION NO. 047 OF 2014

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHES AND DAVID LAWLER CONSTRUCTION, INC., FOR THE WATER LINE RELOCATION PROJECT – FY 2013 LCDBG STREET PROJECT

(BID NO. 0546)

WHEREAS, the City of Natchitoches (CITY) awarded the bid to David Lawler Construction, Inc., (CONTRACTOR) on March 24, 2014 by Ordinance No. 007 of 2014 in the amount of \$138,726.75 for the Water Line Relocation – FY 2013 LCDBG Street Project, (Bid No. 0546); and,

WHEREAS, on May 19, 2014, CONTRACTOR issued Change Order No. 1, fully described in Attachment “A”; and

WHEREAS, the contract sum will be increased by this Change Order No. 1 in the amount of \$59,460.00 and the revised contract total will be \$198,186.75; and,

WHEREAS, the project engineer, Randal Smoak of Cothren, Graff, Smoak Engineers, has recommended this change order; and

WHEREAS, the CITY is of the opinion that Change Order No. 1 is in the best interest of the CITY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 1 to the agreement between the City of Natchitoches and the contractor, David Lawler Construction, Inc.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	Payne
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 27th day of May, 2014.



LEE POSEY, MAYOR

Change Order

No. 1

Date of Issuance: May 19, 2014

Effective Date: May 19, 2014

Project: Waterline Relocation Project for FY2013 LCDBG Project	Owner: City of Natchitoches	Owner's Contract No.:
Contract: Waterline Relocation Project for FY2013 LCDBG Project		Date of Contract: 03/25/14
Contractor: David Lawler Construction, Inc.		Engineer's Project No.: 13.066

The Contract Documents are modified as follows upon execution of this Change Order:

See Attached Item Schedule

\$ 59,460.00

Attachments: (List documents supporting change):

Additional small deteriorated mains found under roadways that are to be paved in FY2014 LCDBG Project.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days
\$ <u>138,726.75</u>	Substantial completion (days or date): <u>60</u>
	Ready for final payment (days or date): <u>105</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. _____:	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. _____:
\$ <u>N/A</u>	Substantial completion (days): <u>N/A</u>
	Ready for final payment (days): _____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>138,726.75</u>	Substantial completion (days or date): <u>60</u>
	Ready for final payment (days or date): <u>105</u>
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ <u>59,460.00</u>	Substantial completion (days or date): <u>75</u>
	Ready for final payment (days or date): <u>120</u>
Contract Price Incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>198,186.75</u>	Substantial completion (days or date): <u>75</u>
	Ready for final payment (days or date): <u>120</u>

RECOMMEND: CGS Engineering

ACCEPTED: City of Natchitoches

ACCEPTED: David Lawler Construction, Inc.

By: K. Rasmussen
Engineer (Authorized Signature)

By: [Signature]
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Date: 5.19.14

Date: 5-19-2014

Date: 5-19-2014

Approved by Funding Agency (if applicable): _____

Date: _____

EJCDC No. C-941 (2002 Edition)

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Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

CITY OF NATCHITOCHEs

WATERLINE RELOCATION PROJECT FOR THE FY2013 LCDBG STREET PROJECT

CHANGE ORDER NO. 1

May 19, 2014

Item No.	Description	Quantity		Unit	Unit	Dollar Amount
		Change			Price	Change
						\$ -
3	Water Main (8" Open Cut)	765		LF	24.00	18,360.00
6	Water Main (6" Bored in Place)	355		LF	40.00	14,200.00
12	Gate Valve 6"	2		EA	900.00	1,800.00
17	Tapping Sleeve & Valve 8" x 6"	2		EA	1,800.00	3,600.00
19	Reconnect Residential Service Assembly	44		EA	400.00	17,600.00
29	Cap and Abandon	4		LS	600.00	2,400.00
30	Temporary Flush Valves	3		EA	500.00	1,500.00

TOTAL **\$59,460.00**

The City Council asked for clarification as to why the change order was significantly higher than the proposed amount of \$138,726.75. Mr. Wimberly, Utility Director, stated this is a result of having an error on the design maps for the project. We noticed a lack of the proper water lines so the bid called for a change as it was not presented in the first bid. In order to get ready for the street overlay under the LCDBG project we felt the scope of this job was to get all waterlines out from under the streets. If not taken care of now, we would have to go back later and do these improvements. Mr. Smoak then stated on the construction plans the waterlines were not exactly where the lines were expected to be. The intention of this project was to kill all 1 inch, 2 inch, and galvanized pipe lines under the roadway. If they are not taken care of now, we may run into those pipes busting once the new streets are overlaid. By changing these lines, residents in these areas should see better water pressure in addition to the new streets.

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to -wit:

RESOLUTION NO. 048 OF 2014

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 2 TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHES AND DAVID LAWLER CONSTRUCTION, INC., FOR THE WATER LINE RELOCATION PROJECT – FY 2013 LCDBG STREET PROJECT

(BID NO. 0546)

WHEREAS, the City of Natchitoches (CITY) awarded the bid to David Lawler Construction, Inc., (CONTRACTOR) on March 24, 2014 by Ordinance No. 007 of 2014 in the amount of \$138,726.75 for the Water Line Relocation- FY 2013 LCDBG Street Project, (Bid No. 0546); and,

WHEREAS, on May 21, 2014, CONTRACTOR issued Change Order No. 2, fully described in Attachment "A"; and

WHEREAS, the contract sum will be increased by this Change Order No. 2 in the amount of \$22,140.00 and the revised contract total will be \$220,326.75; and,

WHEREAS, the project engineer, Randal Smoak of Cothren, Graff, Smoak Engineers, has recommended this change order; and

WHEREAS, the CITY is of the opinion that Change Order No. 2 is in the best interest of the CITY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 2 to the agreement between the City of Natchitoches and the contractor, David Lawler Construction, Inc.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	Payne
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 27th day of May, 2014.



LEE POSEY, MAYOR

Change Order

No. 2

Date of Issuance: May 21, 2014

Effective Date: May 21, 2014

Project: <u>Waterline Relocation Project for FY2013 LCDBG Project</u>	Owner: <u>City of Natchitoches</u>	Owner's Contract No.:
Contract: <u>Waterline Relocation Project for FY2013 LCDBG Project</u>		Date of Contract: <u>03/25/14</u>
Contractor: <u>David Lawler Construction, Inc.</u>		Engineer's Project No.: <u>13.066</u>

The Contract Documents are modified as follows upon execution of this Change Order:

See Attached Item Schedule

\$22,140.00

Attachments: (List documents supporting change):

Additional small deteriorated mains found under roadways that are to be paved in FY2014 LCDBG Project.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days
\$ <u>138,726.75</u>	Substantial completion (days or date): <u>60</u>
	Ready for final payment (days or date): <u>105</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :
\$ <u>59,460.00</u>	Substantial completion (days): <u>75</u>
	Ready for final payment (days): <u>120</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>198,186.75</u>	Substantial completion (days or date): <u>75</u>
	Ready for final payment (days or date): <u>120</u>
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ <u>22,140.00</u>	Substantial completion (days or date):
	Ready for final payment (days or date):
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>220,326.75</u>	Substantial completion (days or date): <u>75</u>
	Ready for final payment (days or date): <u>120</u>

RECOMMEND: CGS Engineering

ACCEPTED: City of Natchitoches

ACCEPTED: David Lawler Construction, Inc.

By: K. Randall Smith
Engineer (Authorized Signature)

By: Lee Posen
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: 5-21-14

Date: 5-22-14

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

CITY OF NATCHITOCHEs

WATERLINE RELOCATION PROJECT FOR THE FY2013 LCDBG STREET PROJECT

CHANGE ORDER NO. 2

May 21, 2014

Item No.	Description	Quantity		Unit	Unit	Dollar Amount
		Change			Price	Change
						\$ -
3	Water Main (8" Open Cut)	410		LF	24.00	9,840.00
6	Water Main (6" Bored in Place)	110		LF	40.00	4,400.00
8	6" x 6" connection	1		EA	1,500.00	1,500.00
17	Tapping Sleeve & Valve 8" x 6"	1		EA	1,800.00	1,800.00
19	Reconnect Residential Service Assembly	10		EA	400.00	4,000.00
29	Cap and Abandon	1		LS	600.00	600.00
						-
TOTAL						<u>\$22,140.00</u>

AS OF APRIL 2014

83%

CITY OF NATCHITOCHES
UTILITY (PROPRIETARY) FUND BUDGET REPORT
AS OF APRIL 30, 2014

CURRENT MONTH				YEAR TO DATE			
TOTAL		(OVER)					
BUDGET	MONTHLY	UNDER	YTD	ENCUM-	UNREALIZED /	PERCENT	
13/14 FY	BUDGET *1	BUDGET	ACTUAL	BRANCES	AVAILABLE	RECEIVED/	
					BALANCE	EXPENSED	
REVENUE	39,809,216	3,317,435	2,352,515	(964,920)	32,745,312	7,063,904	82.26%
EXPENDITURES							
DEPARTMENT:							
UTILITY ADMINISTRATION	410,830	34,236	24,140	10,096	286,342	1,412	123,075
WATER	2,551,172	212,598	172,914	39,684	1,991,505	71,890	487,777
SEWER	1,535,796	127,983	127,740	243	1,390,683	16,181	128,933
ELECTRIC	25,750,788	2,145,899	(1,742,419)	3,888,318	19,060,551	3,583,649	3,106,588
UTILITY BILLING	573,466	47,789	46,339	1,450	428,106	6,119	139,241
INFORMATION TECH	329,625	27,469	20,480	6,989	236,359	4,207	89,059
INDIRECT	8,657,539	721,462	618,095	103,367	8,086,625	717	570,198
TOTAL UTILITY FUND	39,809,216	3,317,435	(732,712)	4,050,146	31,480,171	3,684,175	4,644,871
							88.33%

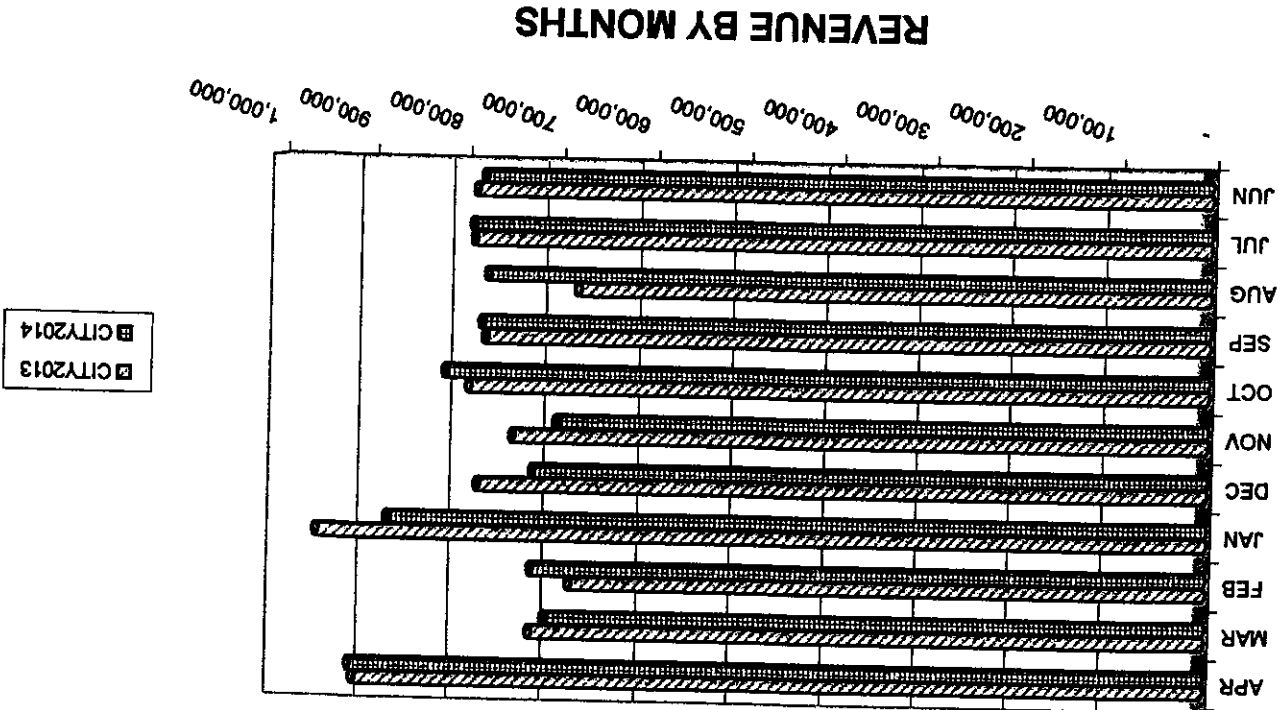
FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED 92%

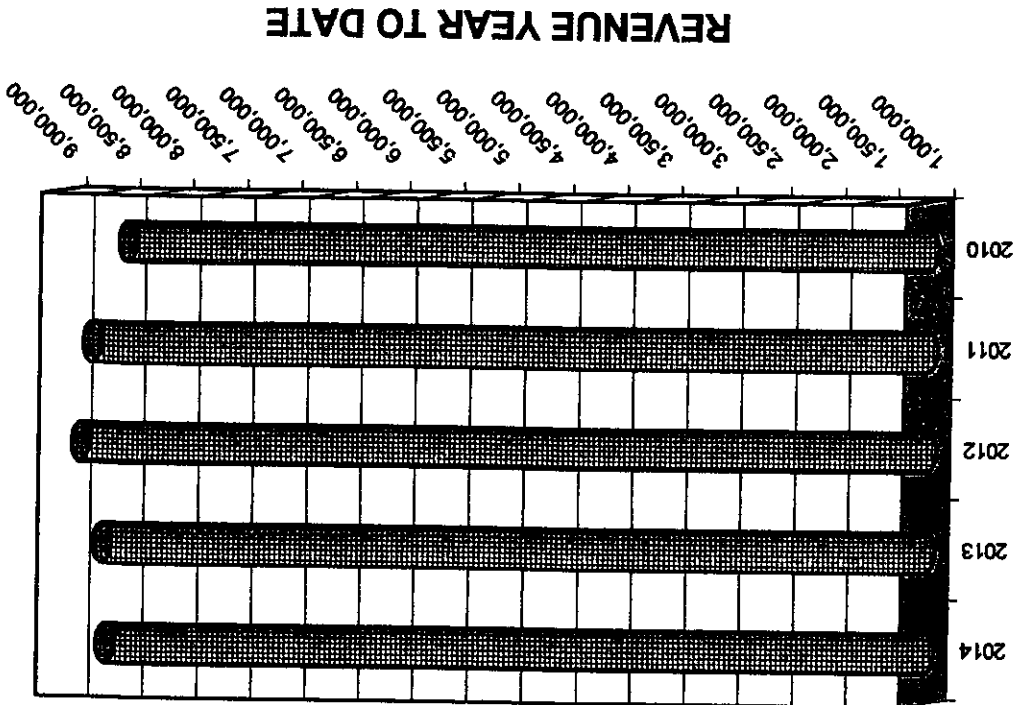
% BUDGET EXPENDED 88%

CITY OF NATCHITOCHEES FISCAL YEAR SALES TAX COLLECTIONS



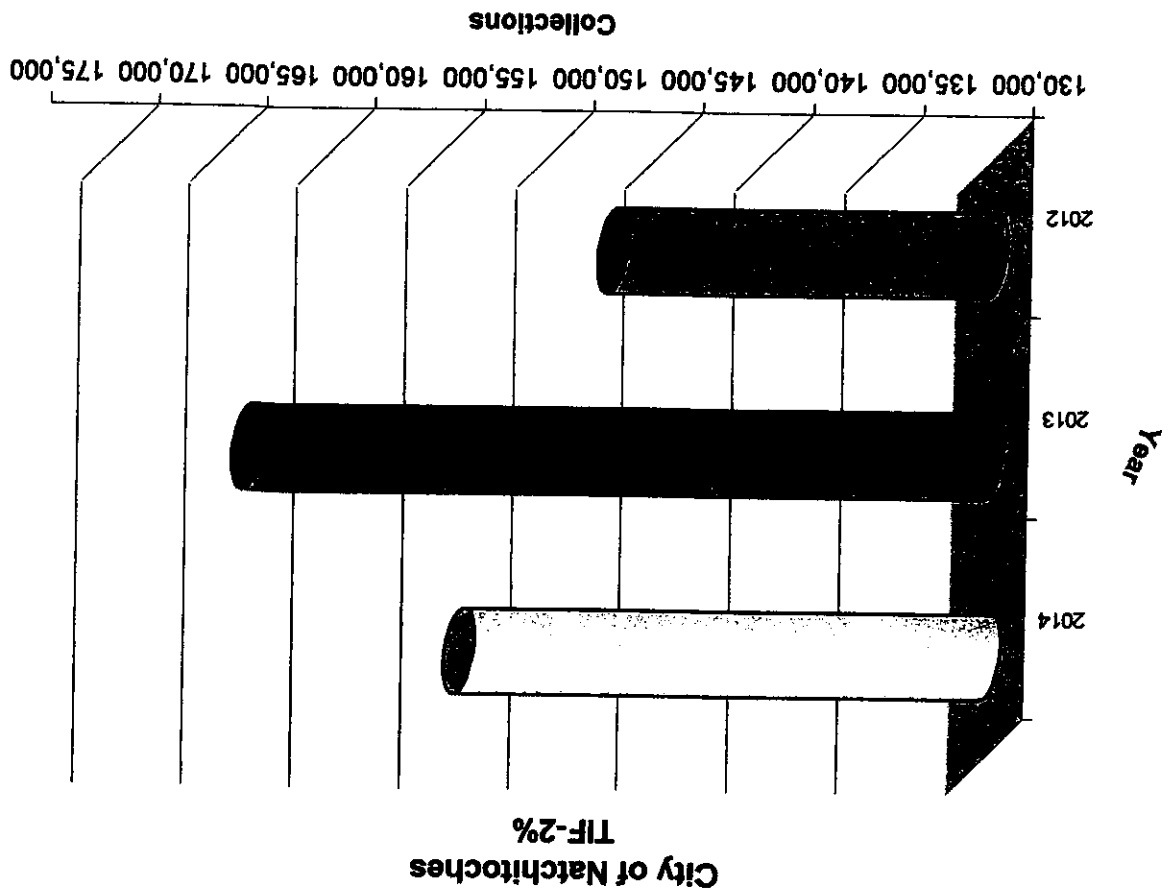
PERIOD	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	DIFF 13/14	DIFF %
JUN	754,700	745,293	778,326	784,706	775,673	(9,033)	-1.15%
JUL	805,871	833,927	925,940	787,124	788,242	1,118	0.14%
AUG	723,797	747,034	799,473	675,717	771,686	95,969	14.20%
SEP	741,017	739,153	788,812	773,754	778,205	4,451	0.58%
OCT	733,485	790,155	811,193	791,074	816,314	25,240	3.19%
NOV	692,841	727,106	717,075	743,816	696,883	(46,933)	-6.31%
DEC	750,875	749,143	765,125	780,648	721,635	(59,013)	-7.56%
JAN	918,121	904,603	929,669	955,479	877,456	(78,023)	-8.17%
FEB	706,237	674,576	727,109	681,159	722,168	41,009	6.02%
MAR	721,108	903,717	766,588	722,974	707,360	(15,614)	-2.16%
APR	845,634	906,779	814,071	913,173	918,547	5,374	0.59%

CITY OF NATCHITOCHES FISCAL YEAR SALES TAX COLLECTIONS



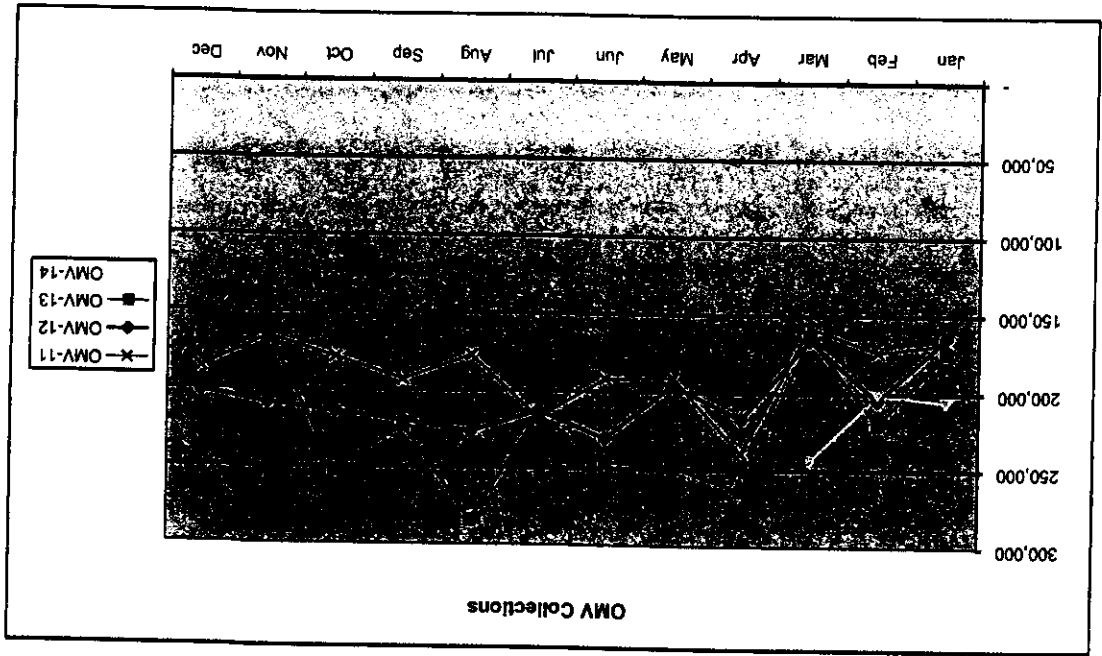
PERIOD	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	DIFF 13/14	DIFF %
JUN	754,700	745,293	778,326	784,706	775,673	(9,033)	-1.15%
JUL	1,560,571	1,579,220	1,704,266	1,571,830	1,563,915	(7,915)	-0.50%
AUG	2,284,368	2,326,254	2,503,739	2,247,547	2,335,601	88,054	3.92%
SEP	3,025,385	3,065,407	3,292,551	3,021,301	3,113,806	92,505	3.06%
OCT	3,758,870	3,855,562	4,103,744	3,812,375	3,930,120	117,745	3.09%
NOV	4,451,711	4,582,668	4,820,819	4,556,191	4,627,002	70,811	1.55%
DEC	5,202,586	5,331,811	5,585,944	5,336,839	5,348,637	11,798	0.22%
JAN	6,120,707	6,236,414	6,515,613	6,292,318	6,226,093	(66,225)	-1.05%
FEB	6,826,944	6,910,990	7,242,722	6,973,477	6,948,261	(25,216)	-0.36%
MAR	7,548,052	7,814,707	8,009,310	7,696,451	7,655,621	(40,830)	-0.53%
APR	8,393,686	8,721,486	8,823,381	8,609,624	8,574,168	(35,456)	-0.41%

Period	2012	2013	2014	DIFF 13/14	% DIFF
Jun	-	23,874.50	13,597.75	(10,276.75)	-43.04%
Jul	-	39,719.48	32,503.18	(7,216.30)	-22.20%
Aug	19,047.82	53,647.93	45,346.23	(8,301.70)	-18.31%
Sep	36,126.50	68,473.39	60,832.71	(7,640.68)	-12.56%
Oct	53,379.58	80,258.83	73,996.03	(6,262.80)	-8.46%
Nov	70,362.58	96,199.71	88,672.84	(7,526.87)	-8.49%
Dec	90,084.78	117,619.04	103,754.92	(13,864.12)	-13.36%
Jan	106,474.79	132,927.76	118,276.51	(14,651.25)	-12.39%
Feb	117,763.79	142,171.16	127,993.77	(14,177.39)	-11.08%
Mar	131,074.16	151,126.69	139,312.76	(11,813.93)	-8.48%
Apr	147,280.68	163,892.86	154,145.76	(9,747.10)	-6.32%



Natchitoches Tax Commission
LA Department of Motor Vehicles Sales

Month/Year	2011	2012	2013	2014	14 vs 13
Jan	168,051.63	164,467.36	174,514.52	206,656.36	17.84%
Feb	173,570.53	205,177.33	220,906.99	201,200.44	-8.92%
Mar	157,817.67	166,324.69	164,363.86	243,983.22	48.45%
Apr	239,582.86	217,732.82	264,606.75		
May	180,980.40	196,366.55	249,447.49		
Jun	192,184.32	230,945.64	246,712.96		
Jul	217,528.02	213,497.75	217,028.16		
Aug	177,404.46	227,231.78	284,804.63		
Sep	193,381.54	220,366.79	224,618.30		
Oct	179,172.54	214,696.08	253,263.37		
Nov	165,928.76	209,191.64	165,369.46		
Dec	186,507.49	202,412.94	168,100.98		
Totals	\$ 2,242,110.24	\$ 2,469,411.37	\$ 2,633,749.46	\$ 3,650,939.01	-75.29%

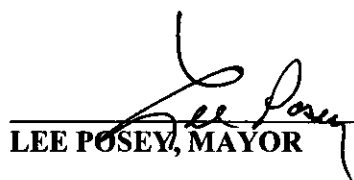


Mr. Pat Jones, Finance Director, presented the Council with the Finance Report. The General Fund summary as of April the revenues were at 82.72% and expenditures at 83.04%, with 92% of the budget year elapsed. The Utility Fund revenues were at 82.26% and expenditures at 88.33%. Sales Tax Collections for March were up 0.59%, but our Year to Date shows being down -0.41%. The TIF for April was down 6.32% and the Motor Vehicle Sales were up 48.45% for March. It has been a team effort by all the Department Heads to work within our budget and this will continue as we work with the budget for the 2014/2015 fiscal year.

The next scheduled City Council meeting will be on June 9, 2014.

With no further discussion, the Mayor made a motion for adjournment and all were in favor.

The meeting was adjourned at 6:10 p.m.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE